

REQUEST FOR PROPOSAL (RFP)
FOR
2010-2012 NATURAL SOIL BUILDING PROGRAM

TABLE OF CONTENTS

I.	GENERAL INFORMATION	1
II.	SCOPE OF WORK	1
III.	CONSULTANT'S FEES	1
IV.	SELECTION PROCESS	2
V.	PROPOSALS	2
VI.	PROPOSAL EVALUATION	3
VII.	INTERVIEW & INTERVIEW EVALUATION	4
VIII.	ANTICIPATED SELECTION SCHEDULE	5
IX.	NON-DISCRIMINATION	5
X.	AFFIRMATIVE EFFORTS TO USE WOMEN AND MINORITY BUSINESS ENTERPRISES	5
XI.	INSURANCE REQUIREMENTS	6
XII.	SUBMITTAL DEADLINE AND CONTACT PERSON	6

Attachment 1:	Scope of Work
Attachment 2:	Non Discrimination Requirements
Attachment 3:	Equal Benefits Compliance Declaration Form
Attachment 4:	Affirmative Efforts Requirements
Attachment 5:	Consultant Outreach Plan
Addendum:	Insurance Requirements and Transmittal Form

REQUEST FOR PROPOSAL (RFP)

2010-2012 NATURAL SOIL BUILDING PROGRAM

I. GENERAL INFORMATION

The Seattle Public Utilities (SPU or Department) is seeking Proposals from consultants with expertise in volunteer recruitment in underserved neighborhoods, volunteer outreach coordination and phone hotline management for the Natural Soil Building Program. Please see the chart on page 2 of the Scope of Work for more information.

It is intended that this contract will be done in phases. The initial phase will be to recruit, train and supervise outreach for Master Composter/Soil Builder Volunteers, provide staff and volunteer support to the Natural Yard Care Neighborhoods Program, offer full time Garden Hotline service and offer Hotline support for the SPU Landscape Conservation Team through horticultural research and presentations to garden clubs and other interested groups. The subsequent phases may include, but not necessarily be limited to, the above mentioned tasks.

The initial contract will cover the first phase only, and subsequent phases will be performed under amendments to this contract. It is the intent of SPU to use the same consultant(s) for all phases, subject to satisfactory performance by the consultant(s) in each phase. The cost of the first phase of this project 2010 Natural Soil Building Program is estimated in the range of \$290,000 to \$311,000, with the time of performance for this phase expected to be complete by December 31, 2010. The ultimate estimated total value of all phases of this contract is currently expected to be in the range of \$870,000 to \$933,000, and the final completion date approximately December 31, 2012. At the sole discretion of the City, the Consultant may be asked to perform unanticipated additional work relating to this project or facilities, or work that is a logical progression from this project. Such additional work could require additional sub-consultants be added to the team, could increase the estimated value of this contract beyond the dollar amount, and could extend the contract duration estimated above.

II. SCOPE OF WORK

The Scope of Work for this Project is described in ATTACHMENT 1 to this RFP.

III. CONSULTANT'S FEES

The estimated cost of the Consultant's portion of this project, including all anticipated phases, is mentioned in the General Information Section herein.

The actual contract amount will be negotiated after a firm has been selected and the scope of work finalized.

The City will pay the Consultant the approved All-Inclusive Billing Rates which is a combination of base salary plus the Consultant's audited overhead and fringe benefits rates plus a fee for profit. Sub-consultants will be paid at their actual All-Inclusive Billing Rates as well.

Consultant and sub-consultant All-Inclusive Billing Rates will be in effect throughout the term of the contract, but may be renegotiated for any subsequent contract amendment. If this contract is for On-Call work, Work Assignments are not considered amendments.

IV. SELECTION PROCESS

The Department will use the following process to select the most qualified consultant. First, in response to the Request for Proposal (RFP), the prospective consultants will submit their Proposal which will be evaluated, based on the evaluation criteria below in **V. SUBMITTAL & SUBMITTAL EVALUATION**, by a Consultant Evaluation Committee (CEC) made up of persons with expertise in the type of work required in this RFP.

Respondents may apply for and submit Proposals for one or more of the two (2) components/elements listed in the RFP Scope of Work (Element 1 Master Composter/Soil Builder Training and Outreach Coordination, Element 2 The Garden Hotline). A respondent may submit all of their components/elements in one proposal or separate each element in separate proposals.

After evaluation of the RFPs, a "short list" of the top-ranked firms will be notified and invited to an interview to present, clarify, and/or verify RFP information on its specific proposal. After the interviews, the CEC will make its recommendation to the Director of SPU, who will make the final selection.

V. PROPOSALS

Respondents to this RFP must submit **seven (7) copies** of their Proposal. SPU encourages the use of double-sided copies in your Proposal. To be considered responsive to this RFP, Proposals must include responses to the items described below. Proposals that do not fully comply with these instructions may not be considered. To facilitate evaluation, Proposals should be organized in the order of the outline given below.

Page limits should be strictly adhered to. If a respondent exceeds the number of pages specified for each section, the Proposal reviewers will read and score **only** up to the specified number of pages and any excess pages will not be read or counted toward the score.

Information To Be Provided In Proposals

A. Project Approach

1. Discuss your firm's approach to developing the tasks and work products described in the Scope of Work in Attachment 1 herein. (Maximum of 10 pages)
2. Discuss specific additions or alternatives to activities described in the Scope of Work that you feel may be in order. (Maximum of 6 pages)
3. Provide a preliminary time schedule for carrying out the various work activities. (No page limit)
4. Provide preliminary person-day estimates **for each of the elements**, as well as a cost estimate for each of the elements. (No page limit)

5. Provide an organization chart, including the sub-consultants' roles. (No page limit)

B. Firms' Qualifications (Prime and Sub-consultants)

1. Outline your firm's experience on projects that are similar in nature to the work required for this project. . (Maximum 3 pages)
2. Identify all Sub-consulting firms you will use on this project, indicate their specific role(s), and outline the Sub-consulting firms' experience on similar or related projects. (Maximum 3 pages per subconsultant)

C. Project Team's Qualifications (including Sub-consultant Team Members)

1. Provide a list of members of the proposed project team, indicating the specific role of each member, and clearly identify the Project Manager. (No page limit)
2. Provide a professional resume for each key member of the proposed team, indicating the extent of his/her experience on projects related to this type of work. (No page limit)

NOTE: Be sure to include in the above information, the qualifications and resume of all key Sub-consultant members of the team.

D. References

1. Provide two recent references, including name of client, mailing address, telephone number and contact person, who may be contacted concerning your firm's performance on projects of this type.
2. Provide two recent references, including name of client, mailing address, telephone number and contact person, who may be contacted concerning the performance of your firm's proposed Project Manager on projects of this type.

NOTE: References may be checked only for the highest-scoring firms. References will not be scored but will be used to verify qualifications, which may affect the rating of the proposer. SPU reserves the right to contact references other than those submitted by the proposer.

VI. PROPOSAL EVALUATION

Proposals for the two tasks will be rated by separate scoring criteria. Each task proposal will be evaluated using the Evaluation Criteria and maximum evaluation points (shown in parentheses) described below. The total possible points for each of the written element Proposals is maximum total of 100 points per element or task. Based on this scoring, the highest ranked firms may be selected for interviews for each element Proposal.

MASTER COMPOSTER/SOIL BUILDER TRAINING AND OUTREACH COORDINATION

A. Project Approach (Maximum of 40 points)

Understanding of assignment
Consistency of proposed approach with the Scope of Work (as outlined in this document)
Reasonableness of cost estimate
Innovative and/or practical approaches to scope of work
Effective management of project team communications and communications with SPU

B. Firms' Qualifications (Prime and Sub-consultants) (Maximum of 30 points)

Experience on similar projects or demonstrated ability to utilize knowledge from other dissimilar projects (see chart on page 2 of Scope of Work)

Demonstrated ability with community outreach programs

C. Project Team's Qualifications (including Sub-consultant Team Members) (Maximum of 30 points)

Apparent capability and experience of personnel actually assigned to project
Team members experience and knowledge in working with ethnic communities
Some experience and/or knowledge of landscape conservation subject matter
Relevance of team members' skills and experience to this project
Accessibility of project team

THE GARDEN HOTLINE

A. Project Approach (Maximum of 40 points)

Understanding of assignment
Consistency of proposed approach with the Scope of Work (as outlined in this document)
Reasonableness of cost estimate
Innovative and/or practical approaches to scope of work
Effective management of project team communications and communications with SPU

B. Firms' Qualifications (Prime and Sub-consultants) (Maximum of 30 points)

Experience on similar projects or demonstrated ability to utilize knowledge from other dissimilar projects (see chart on page 2 of Scope of Work)
Demonstrated ability with landscape conservation subject matter

C. Project Team's Qualifications (including Sub-consultant Team Members) (Maximum of 30 points)

Apparent capability and experience of personnel actually assigned to project
Team members experience and knowledge in working with limited English or non-English speakers
Substantial experience and knowledge of landscape conservation subject matter
Relevance of team members' skills and experience to this project
Accessibility of project team

VII. INTERVIEW & INTERVIEW EVALUATION

An interview may be scheduled for the highest scoring candidates.

A firm may interview for each of the elements that they were short listed in (up to two (2) elements listed in the RFP Scope of Work (Element 1 Master Composter/Soil Builder Training and Outreach Coordination, Element 2 The Garden Hotline).

The interview questions and evaluation criteria and scores will be developed after the proposals have been scored and the short-list of consultants selected. The firms will be asked questions to clarify and/or expand on their qualifications, relevant experience, availability of key personnel and project approach.

Final evaluation scores will use a combination of proposal and interview scores and reference qualification verifications. The highest rated firm for each separate element will be selected for a contract. If a firm interviews for more than one element, but another firm is ranked higher/highest for one of the elements, then the highest ranked firm will be selected for that element.

VIII. ANTICIPATED SELECTION SCHEDULE

Following is the anticipated schedule for the selection process:

Daily Journal of Commerce Ad	Thursday, September 3, and Tuesday, September 8, 2009
Presubmittal Meeting	Thursday, September 17, 2009, 8:00 – 11:30 AM (held in the Seattle Municipal Tower, Room 4901)
Proposals due	Wednesday, October 7, 2009 (Close of Business)
"Short List" determined	Friday, October 16, 2009
Interviews	Thursday, October 29, 2009 and possibly Friday, October 30, 2009
Final selection	Tuesday, November 17, 2009

IX. NON-DISCRIMINATION

The terms of any contracts resulting from this selection process must be in full compliance with all equal employment opportunity and Non-Discrimination in Benefits provisions required by the City of Seattle's laws, ordinances, rules and regulations. Please refer to the "Non-Discrimination Requirements" Attachment for more details.

Please note that the selected consultant will be required to complete and sign an Equal Benefits Compliance Declaration form prior to negotiations and execution of the contract resulting from this solicitation. See the "Equal Benefits Compliance Declaration Form" Attachment.

X. AFFIRMATIVE EFFORTS TO USE WOMEN AND MINORITY BUSINESS ENTERPRISES

The terms of any contracts resulting from this selection process will include Affirmative Efforts provisions as required under SMC Chapter 20.42. Please refer to the "Affirmative Efforts Requirements" Attachment for more details.

Please note that the selected consultant will be required to complete and sign a Consultant Outreach Plan prior to negotiations and execution of the contract resulting from this solicitation. See the "Consultant Outreach Plan" Attachment.

XI. INSURANCE REQUIREMENTS

For this contract, the selected consultant must, at all times during the term of this contract, have and maintain continuously, at its own expense, evidence of a policy or policies of insurance as follows:

Commercial General Liability Insurance:	\$1,000,000
Business Automobile Liability:	\$1,000,000

as further described in the attached “Insurance Addendum”.

XII. SUBMITTAL DEADLINE AND CONTACT PERSON

Proposals (7 copies) must be received by the Consultant Evaluation Committee Chair, Carl Woestwin, no later than close of business on Wednesday, October 7, 2009, as follows:

If delivering: Seattle Public Utilities
Seattle Municipal Tower, Suite 4600
700 - 5th Avenue
Seattle, WA 98104-5004

If mailing: Carl Woestwin, CEC Chair
Seattle Public Utilities
PO Box 34018
Seattle WA 98124-4018

Any questions or communication regarding the contents of this RFP must be directed to Carl Woestwin, who can be reached at (206) 684-4684 or by email at carl.woestwin@seattle.gov. Legal and ethical considerations constrain the contact person, as well as other SPU employees or members of the CEC, from giving out information on this project or the process which might possibly give an inquiring consultant an advantage over other consultants competing for this contract. Failure to follow this instruction may result in disqualification.

RFP documents and addenda may be viewed online at: <https://www.ebidexchange.com/seattle>.

ATTACHMENT 1

2010-2012 Natural Soil Building Contract(s) Scope of Work

Background

Seattle has operated a hotline and a landscape-related volunteer program since 1986. The program goals (reduce organics in the waste stream, reduce the use of water and pesticides in gardens and reduce the impacts of stormwater), messaging and mechanics have evolved substantially since then, but the means to reach those goals remain the same: provide Seattle gardeners, and in the case of the Hotline regional gardeners, with the best information available on composting, grasscycling and using recycled organics, reducing water use in the landscape, reducing the use of garden pesticides and cutting down on the amount of stormwater, fertilizer and pesticides flowing into local bodies of water.

In 2010, the outcomes for Phase One of the Natural Soil Building Program include:

- training 30 volunteers who provide 1,250 hours of Master Composter/Soil Builder volunteer service and make 10,000 public contacts
- focusing volunteer recruitment on underserved neighborhoods of Southeast and Southwest Seattle
- providing staff and volunteer support to the Natural Yard Care Neighborhoods Program
- offering Monday – Saturday full time Garden Hotline service, making 8,000 customer contacts through the Hotline and addressing over 17,500 customer questions
- providing Hotline operator support for SPU Landscape Conservation through class registration, horticultural research and presentations to garden clubs and other interested groups

The overall Natural Soil Building Program contract(s) shall be for a three year period from 2010 to 2012. The contract(s) will be divided into three phases. Phase One will be for 2010, Phase Two for 2011 and Phase Three for 2012. The first phase of the contract(s) will be for 2010. Contract amendments will be negotiated toward the end of each phase for the next subsequent phase.

The outcomes for Phase Two and Phase Three may be similar to those goals for Phase One (2010). However, goals for subsequent phases may be modified, depending on the results and review of each of the goals and elements from Phase One. Phase Two may eliminate or cut back on some of the goals from Phase One, and also may add new goals for 2011. This review also applies to the Phase 3 amendment to the contract(s). At the sole discretion of the City, the Consultant(s) may be asked to perform unanticipated additional work relating to this project, as well as work that is a logical progression from this project.

SPU is looking for other additional goals or ideas that consultant(s) may come up with that are a logical progression to these stated goals. The Utility is looking for new ideas and innovative ways of improving the Natural Soil Building program.

SPU is interested in project proposals that encourage full participation by all residents of our multi-cultural and ethnically diverse customer base. Currently, racial and ethnic minorities comprise 31% of Seattle's population, while 21% of the City's population speaks a language other than English at home.

Program Component	Desired capacity, skill, experience, expertise
Volunteer recruitment in under-served neighborhoods	Knowledge of neighborhood, working relationship with groups active in community, language ability where needed
Volunteer outreach coordination	Track record of effective volunteer coordination, excellent organizational and people skills, demonstrated cultural competency, some horticulture/landscape conservation knowledge
Hotline management	Horticulturally knowledgeable operators with excellent people skills, horticulturally knowledgeable & highly organized lead, excellent customer service, excellent record-keeping ability, knowledge of landscape conservation

Natural Soil Building Services and how they support the SPU lines of business



The Garden Hotline and the Master Composter/Soil Builder Volunteers work to enhance all the Natural Yard Care programs, initiatives and information offered by Seattle Public Utilities, insuring our customers get the best information and resources available on sustainable gardening.

For Phase One, 2010:

Element 1: Master Composter/Soil Builder Training and Outreach Coordination

The Master Composter/Soil Builder (MC/SB) Volunteers serve as SPU's ambassadors to the gardening public. They answer questions about composting and other landscape conservation topics; help with neighborhood classes; staff community festivals; and provide support for a variety of other program activities. The goal for volunteer outreach coordination in 2010 will be 1,250 volunteer hours and 10,000 resident contacts.

1. The consultant shall recruit a diverse group of MC/SB Volunteers with the help of community-based organizations and a variety of recruitment methods. The volunteers recruited by the program should reflect the racial and ethnic diversity of the City.
2. The consultant shall train MC/SB Volunteers, using the most recently developed curriculum (available electronically on request), offering 35 hours of training in landscape conservation, with a particular focus on backyard composting, grasscycling, integrated pest management, outdoor water conservation and home stormwater management issues. Volunteers currently provide a \$150 refundable deposit in order to participate in the program. The deposit is refunded when they reach their 40 hour volunteer goal. Scholarships are available for dedicated volunteers for whom the refundable deposit is a hardship. The consultant shall track the outreach of the volunteers, providing outreach opportunities and approving outreach proposed by the volunteers, and helping to maximize their volunteer opportunities, particularly in historically underserved neighborhoods in Southeast and Southwest Seattle. The consultant shall track the details and amount of outreach completed by each volunteer, the number of people reached and programmatically useful anecdotal details associated with the outreach.
3. The consultant shall provide support for 12 Natural Yard Care Neighborhood community classes (12 evening classes in spring, one full morning in fall). They will use a database assembled by the Garden Hotline to contact participants in the classes to remind them of dates and locations. The consultant will also provide logistical support for each class (refreshments, educational supplies provided by SPU, staffing of a sign-up and information table, help with the set-up and take-down of chairs and tables and help with room clean-up).
4. The consultant shall work with SPU's project manager to identify key areas of coordination early in the program, develop achievable timetables for deliverables, and ensure frequent and consistent communication between SPU and the consultant team.

Deliverables

- Recruitment plan and implementation for reaching underserved communities
- Early spring training of volunteers for 2010 outreach
- Diverse group of volunteers, with at least 30 completing the training and at least 20 completing 40 hours of outreach during the calendar year
- A program-wide volunteer outreach plan and individual volunteer outreach plans
- Supervision of Master Composter/Soil Builder volunteers
- Staffing and volunteer support for Natural Yard Care Neighborhood classes
- Monthly, quarterly and annual reporting on volunteer outreach

Element 2: The Garden Hotline

The Garden Hotline serves the Seattle/King County area with high quality gardening information, focusing on the safest, least toxic and most resource-conserving methods. The Hotline is jointly funded by Seattle Public Utilities and the Local Hazardous Waste Management Program in King County.

The goal for the Garden Hotline in 2010 is for the Hotline to receive 8,000 public contacts via calls, e-mails and walk-ins and to increase the percentage of calls coming from King County residents. All local contact information is tracked by zip code of caller.

In meeting that goal, the Hotline will respond to 6,500 resource management questions with 25% coming from King County (not Seattle) callers, and respond to 11,000 IPM (Integrated Pest Management) questions with 30% coming from King County (not Seattle).

1. The consultant shall provide 2 full-time Hotline Operator staff (or their equivalent) to respond to Seattle and King County residents and professionals with information on plant care and selection, insect, animal and plant pests, IPM alternatives to pesticide use, weed management, urban food growing, soil building, soil biology, composting of yard debris and food scraps, use of compost and mulch, grasscycling, mulching, natural lawn care, outdoor water conservation, and home stormwater management.
2. The Hotline Operators shall have a thorough familiarity with general gardening practices and specific landscape conservation issues and practices (mentioned above), as well as being well-versed in Microsoft Word and Microsoft Excel.
3. The consultant shall provide office space for the Hotline staff, including dedicated phone lines with message tree and call forwarding capability and computers with internet access, and a resource library to help answer the questions of callers from both Seattle and King County.

4. The consultant shall provide Hotline staffing from 9 AM – 5 PM Monday through Saturday. Calls shall be answered live as often as possible, with call-back responses being no more than 24 hours later on weekdays and no more than 48 hours later for weekend calls.
5. The Hotline will e-mail or, when necessary, send out hard copies of SPU-provided landscape conservation information and will budget adequately to create and print the equivalent of six pages of new garden information per year.
6. Supervision shall be provided for the staff by a skilled lead person, preferably with a strong horticultural background.
7. Monthly, quarterly and annual reports (using the attached format) shall be provided to SPU. Trends in calls, unusual questions and out-of-area callers will be noted separately.
8. The Garden Hotline staff shall also provide assistance with workshop registrations, call-backs to class participants, web and book research of topics for SPU Landscape Conservation staff and to answer customer questions.
9. The Hotline staff shall provide research on feasible delivery sites and logistics for the delivery of compost to four sites in each of the 19 Natural Yard Care Neighborhoods that have not received this service and to four sites in each of the 4 new neighborhoods added in 2010.
10. The Garden Hotline staff shall be available to attend SPU Landscape Conservation/Waste Prevention Team meetings in downtown Seattle on a quarterly basis. Hotline staff will also be available for up to 15 presentations to local gardening groups.
11. Other tasks that support the goals of the Natural Soil Building Program, but that are not determined at this time, fitting within the available staff hours.
12. The Consultant shall work with SPU's project manager to identify key areas of coordination early in the program, develop achievable timetables for deliverables, and ensure frequent and consistent communication between SPU and the consultant team.

Deliverables

- Hotline service 8 hours per day for 6 days per week
- Monthly, quarterly and annual Excel spreadsheet reports + narrative reports of notable calls
- Quarterly attendance at SPU Landscape Conservation/Waste Prevention Team meetings
- Tracking of contact information for customers registering for workshops, call-backs to class participants, web and book research of topics
- Research and logistics for compost deliveries
- Creation and printing of the equivalent of six pages of customer-requested garden information in a user-friendly format each year

ATTACHMENT 2

NONDISCRIMINATION REQUIREMENTS

I. NONDISCRIMINATION IN EMPLOYEE BENEFITS

- A. **Compliance with SMC Ch. 20.45:** The Consultant shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Consultant is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Consultant provides to its employees with spouses. At the City's request, the Consultant shall provide complete information and verification of the Consultant's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract.

(For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://cityofseattle.net/contract/equalbenefits/>.)

- B. **Remedies for Violations of SMC Ch. 20.45:** Any violation of this Section 9 shall be a material breach of Contract for which the City may:

- (1) Require the Consultant to pay actual damages for each day that the Consultant is in violation of SMC Ch. 20.45 during the term of the Contract; or
- (2) Terminate the Contract; or
- (3) Disqualify the Consultant from bidding on or being awarded a City contract for a period of up to five (5) years; or
- (4) Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

II. AFFIRMATIVE EFFORTS TO USE WOMEN AND MINORITY BUSINESS ENTERPRISES

- A. Consultant shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Consultant agrees to make such efforts as a condition of the Contract.
- B. Affirmative efforts shall include those that have been agreed upon between the City and the Consultant as a result of the Consultant proposal response, and are incorporated herein by this reference as Exhibit.
- C. **Record-Keeping:** Consultant shall maintain, for at least 24 months after the expiration or earlier termination of this Contract, relevant records and information necessary to document Consultant affirmative efforts to solicit to women and minority business participation, including solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Contract. The City shall have the right to monitor the affirmative efforts of the Consultant and to inspect and copy such records of the Consultant as are necessary to ensure compliance with the requirements of this Section.
- D. Consultant shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.
- E. **Non-Discrimination:** Consultant shall not create barriers to open and fair opportunities for WMBEs to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.
- F. **Sanctions for Violation:** Any violation of the mandatory requirements of the provisions of this section, or a violation of SMC Ch. 14.04, SMC Ch. 14.10, SMC Ch. 20.42, SMC Ch. 20.45, or other local, state or federal non-discrimination laws shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by the Contract and by applicable law. Consultants found to be in violation of the requirements shall be subject to debarment from City contracting activities in accordance with SMC Ch. 20.70.

Note: Women and minority owned firms are asked to self-certify by registering in the City Vendor Registration System at <http://seattle.gov/purchasing/VendorRegistration.htm>. If you do not have computer access, please call 206-684-0444 for assistance.



City of Seattle

Equal Benefits Compliance Worksheet (Consultants)

City of Seattle, Department of Executive Administration

Purchasing and Contracting Services Division

ATTACHMENT 3

Equal Benefits Compliance Declaration

For help completing this declaration, see important information on reverse.

Company Information

Primary Contact Person

Telephone

Fax

Company Legal Name

Seattle Business Lic. # (if available)

Email

Company Address

City

State/Country

Zip

Contract Title

Contract # (if available)

Please declare *one (1)* option from the list below that describes the Contractor's compliance status with Seattle Municipal Code Chapter 20.45 (City Contracts – Non-Discrimination in Benefits) and related rules.

Option A

- ☐ The Contractor makes, or intends to make by the contract award date, **all benefits available on an equal basis** to its employees with spouses and its employees with domestic partners, and to the spouses and the domestic partners of employees, in all Seattle locations and in other locations where work on the City of Seattle contract is being performed.

Option B

- ☐ The Contractor **does not make benefits available** to either the spouses or the domestic partners of its employees.

Option C

- ☐ The Contractor **has no employees**.

Option D

- ☐ The Contractor has been approved for **Substantial Compliance Authorization** from the City of Seattle allowing it to delay implementation of equal benefits.

Option E

- ☐ The Contractor has been approved for **Reasonable Measures Authorization** from the City of Seattle allowing it to provide a cash equivalent payment to eligible employees in lieu of making benefits available.

Statement of Non-Compliance

- ☐ The Contractor does not comply and does not intend to comply with Seattle Municipal Code Chapter 20.45 and related rules.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature of Authorized Person

Name of Authorized Person (please print)

Date



City of Seattle

Equal Benefits Compliance Worksheet (Consultants)

Important Information for Completing the Equal Benefits Compliance Declaration

- **Seattle Municipal Code Chapter 20.45 (SMC 20.45)** requires contractors on City contracts to provide employee benefits to their employees with domestic partners equivalent to those provided to their employees with spouses. For more information, visit: <http://www.seattle.gov/contract/equalbenefits/>.
- **“Contractor”** means any person or persons, firm, partnership, corporation, or combination thereof, including a “vendor” or a “consultant”, who submits a bid, proposal, and/or enters into a contract with the City of Seattle.
- The **Equal Benefits Compliance Declaration** constitutes the Contractor’s affirmation that it provides benefits in accordance with SMC 20.45.
- **“Equal Benefits”** or **“Non-discrimination in Benefits”** means the provision of the same or equivalent benefits to employees with spouses and employees with domestic partners, to spouses of employees and domestic partners of employees, and to dependents and family members of spouses and dependents and family members of domestic partners. Non-discrimination in Benefits is further defined by SMC 20.45.
- **“Domestic Partner”** means any person who is registered with his/her employer as a Domestic Partner or, in the absence of such employer-provided registry, is registered as a Domestic Partner with a governmental body pursuant to any state or local law authorizing such registration.
- **“Employee Benefits”** or **“Benefits”** means any plan, program or policy provided by the Contractor to its employees as part of the employer’s total compensation package. “Employee Benefits” *includes, but is not limited to:* pension and retirement benefits; medical, dental and vision plans or other health benefits; bereavement, family medical, parental and other leave policies; disability, life, and other types of insurance; employee assistance programs; memberships or discounts; moving expenses; access to facilities, services and events; travel and relocation expenses; incentive, stock option, and profit sharing plans and other compensation programs; vacation; travel benefits; and any other benefits given to employees.
- **Substantial Compliance Authorization** may be granted to a contractor whose compliance with the equal benefits requirement is delayed due to circumstances outside the contractor’s control – for example, the contractor cannot make eligibility changes to its health insurance plan until the next open enrollment period, or the contractor cannot negotiate with one or more labor unions for additional benefits until the expiration of the current collective bargaining agreement. The Contractor must request this authorization online and be approved by the City of Seattle before submitting the EB Declaration. To apply, visit: <http://www.seattle.gov/contract/equalbenefits/eb-substantial.htm>.
- **Reasonable Measures Authorization** may be granted to a contractor to provide eligible employees with a cash equivalent payment in lieu of benefits that are unavailable due to circumstances outside of the Contractor’s control. The Contractor must request this authorization online and be approved by the City of Seattle before submitting the EB Declaration. To apply, visit: <http://www.seattle.gov/contract/equalbenefits/eb-reasonable.htm>.
- Under limited circumstances, the City may waive the equal benefits requirement for the department that is administering the contract and the Contractor may make a **Statement of Non-Compliance**. Please be advised, if a waiver is not approved for the administering department, a Statement of Non-Compliance may result in the rejection of your bid. For more information, see Chapter 13 of the Program Rules: <http://seattle.gov/contract/equalbenefits/docs/FINALrules.doc>.
- For more information about **contractors with multiple locations**, visit: <http://www.seattle.gov/contract/equalbenefits/docs/EBLocationChart.pdf>.
- Be prepared with documentation to support your declaration. All contracts awarded by the City may be audited for equal benefits compliance. Non-compliance may result in the rejection of a bid or proposal, or termination of the contract.

ATTACHMENT 4

Affirmative Efforts Requirements

I. DEFINITIONS

Affirmative Efforts: Documented reasonable attempts in good faith to contact and employ women and minorities and to contact and contract with Women and Minority Businesses.

Aspirational goals: A participation level the Consultant voluntarily establishes for potential employment on the Contract of women or minority employees and/or the use of WMBEs. No Consultant established aspirational goals will represent an actual utilization requirement or a condition of such contract.

Availability or Available: A business that is interested in and is Capable of performing the item of work in question; and is able to perform the work within the time frame required by the contract.

Capability or Capable: A business that appears able to perform a Commercially Useful Function on the item of work in question.

Commercially Useful Function: The performance of real and actual services in the discharge of any contractual endeavor.

Outreach Plan: The Plan submitted by the Consultant outlining the affirmative efforts the Consultant made in preparing its proposal and will make during the term of the Contract to solicit the participation of minorities and women and WMBEs on the Contract in accordance with SMC Ch. 20.42.

Women and Minority Business Enterprises (WMBEs): A WMBE means a business that is at least fifty-one percent owned by women and/or minority (including, but not limited to, blacks, women, native Americans, Asians, Eskimos, Aleuts, and Hispanics) group members.

II. AFFIRMATIVE EFFORTS IN WOMEN AND MINORITY BUSINESS SUBCONTRACTING

In SMC 20.42.010, the City has found that minority and women businesses are significantly under-represented and have been underutilized on City Contracts. Additionally, the City does not want to enter into agreements with businesses that discriminate in employment or the provision of services. The City intends to provide the maximum practicable opportunity allowed by law for increased participation by minority and women owned and controlled businesses, as long as such businesses are underrepresented, and to ensure that City contracting practices do not support discrimination in employment and services when the City procures public works, goods, and services from the private sector. The City shall not enter into Contracts with contractors that do not agree to use Affirmative Efforts as required under SMC Chapter 20.42 or violate any provisions of that chapter, or those requirements set forth below.

As a condition of entering into a contract with the City, Consultants must agree to take Affirmative Efforts to assure equality of employment and subcontracting opportunities within the scope of work for the Contract. Such Affirmative Efforts may include, but are not limited to, establishing employment aspirational goals for women and minorities and establishing aspirational goals for subcontracting to Women and Minority Businesses.

Consultants entering into contracts with the City shall actively solicit the employment of women and minority group members. Consultants shall actively solicit subcontract proposals from qualified, available, and capable Women and Minority Businesses for participation on the contract. At the request of the City, Consultants shall furnish evidence of the Consultant's compliance with these requirements and provide records necessary to document: 1) Affirmative Efforts to employ women and minority group members; 2) Affirmative Efforts to subcontract with Women and Minority Businesses on City Contracts; and 3) the Consultant's non-discrimination in the provision of goods and services.

The City provides assistance to Consultants that desire to submit proposals, qualifications, or who have been awarded a City Contract, to comply with these equal opportunity, non-discrimination, and Affirmative Efforts provisions. Should an interested Consultant desire assistance or information, in recruiting, tutoring, and training or otherwise preparing potential employees and subcontractors, the Consultant may contact the Department of Executive Administration at 684-0430.

III. DOCUMENTATION REQUIREMENTS

The selected Consultant shall provide an Outreach Plan which identifies the Affirmative Efforts that the Consultant has made in preparing its proposal and its proposal in continuing those Efforts during the term of the contract in soliciting women and minority businesses for participation on this contract consistent with SMC 20.42. Upon agreement by the City, the selected Consultant's Outreach Plan shall be incorporated as part of the resulting Agreement.

The Consultant may either use the form provided in the RFP/RFQ package or submit additional sheets to its proposal responding to the following information request:

Affirmative Efforts Information for Women and Minority Employment:

1. The Consultant shall provide a statement of its Affirmative Efforts to solicit the employment of women and minorities for participation on this contract.
2. The Consultant shall indicate employment aspirational goals for women and minorities that it believes to be reasonably achievable for this contract. Such aspirational goals shall not represent a utilization requirement that would be a condition of contracting, but instead shall be considered a presentation of the Affirmative Efforts that the Consultant shall make and the aspirational goals that the Consultant proposes to be reasonably achievable.

Affirmative Efforts Information for Women and Minority Subcontracting:

1. Provide a Statement concerning:
 - a. The Consultant shall provide evidence of its Affirmative Efforts to solicit qualified, available, and capable women and minority businesses for participation on this Contract. See the end of this Section for examples of Affirmative Efforts.
 - b. The Affirmative Efforts that the Consultant will perform with respect to women and minority businesses for participation on this contract during the term of the contract. Include the following information:
 - The commercially useful subcontracting opportunities available or expected within the contract.
 - The Affirmative Efforts the Consultant shall perform to encourage participation by qualified, available, and capable Women and Minority Businesses to perform such work.
 - The Affirmative
 - Efforts the Consultant will make to solicit and attempt to achieve such subcontracting opportunities on this contract.
 - Aspirational goals for such participation that reflect the levels of participation that the Consultant believes are reasonably achievable on this contract. Note such aspirational goals shall not represent a utilization requirement that would be a condition of contracting, instead such aspirational goals shall be considered a presentation of the Affirmative Efforts the Consultant shall make and the aspirational goals that the Consultant proposes to be reasonably achievable.

Examples of Affirmative Efforts: Affirmative Efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.

Evaluation Process: No evaluation points will be assigned to a consultant's response to the requirements of the Affirmative Efforts to Use Women and Minority Business Enterprises. The consultant will receive either a "Pass" or a "Fail" for these requirements.



ATTACHMENT 5

Please use additional sheets if necessary to complete this plan.

To meet the affirmative efforts requirements of SMC Ch. 20.42, the Consultant shall respond to the questions listed below. The City will evaluate the information to determine the Consultant's compliance with the affirmative efforts requirements of the Contract. The City reserves the right to request additional information. The information provided will become a part of the Contract.

Project Number (if given)/

Project Name:

Consultant's Company Name:

Consultant's Mailing Address:

Consultant's Phone #:

Consultant's e-Mail:

PART A: AFFIRMATIVE EFFORTS FOR WOMEN AND MINORITY EMPLOYMENT

- 1) The Consultant shall provide a statement demonstrating its affirmative efforts to solicit the employment of women and minorities for participation on this Contract.

- 2) The Consultant shall indicate employment goals for women and minorities that it believes to be reasonably achievable for this Contract. Such goals shall not represent a utilization requirement that would be a condition of contracting, but instead shall be considered a presentation of the affirmative efforts that the Consultant shall make and the goals that the Consultant proposes to be reasonably achievable.

Consultant Established Employment Aspirational Goals:

Goal for minorities	Goal for women



Other Employment related Affirmative Efforts Information:

PART B: AFFIRMATIVE EFFORTS FOR WOMEN AND MINORITY SUBCONTRACTING:

Examples of Affirmative Efforts (as specified in the Project Manual)

The City encourages the utilization of WMBEs in all City contracts. The City encourages the following practices to open competitive opportunities for WMBEs:

Affirmative Efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.

- 1) The Consultant shall provide evidence of its affirmative efforts to solicit qualified, available, and capable women and minority businesses for participation on this Contract. (Attach additional sheets if necessary)

Name of Firm WMBE Firm Solicited	WMBE Status *	State W/MBE Cert. # *	Capacity SubConsultant, Supplier	Description of Proposed Work	Contract w/Firm Y/N	Optional- List dollar amount of participation

* - Identify the firm as a self-identified/certified firm (i.e., the firm meets the 51% minority ownership criteria). Alternatively, you may list the firm's WMBE certification number (certified through Washington State Office of Minority and Women Business Enterprise.)

Other Affirmative Efforts Activities:



2) The Consultant shall provide information on the affirmative efforts it will perform with respect to women and minority businesses for participation on this Contract. Include the following information:

a. The commercially useful subcontracting opportunities available or expected within the contract:

b. The Affirmative Efforts the Consultant shall perform to encourage participation by qualified, available, and capable Women and Minority Businesses to perform such work:

c. The Affirmative Efforts the Consultant will make to solicit and attempt to achieve such subcontracting opportunities on this Contract.

d. Goals for such participation that reflect the levels of participation that the Consultant believes are reasonably attainable on this Contract. Note: Such goals shall not represent a utilization requirement that would be a condition of contracting, instead shall be considered a presentation of the affirmative efforts that the Consultant shall make and the goals that the Consultant proposes to be reasonably achievable.

Consultant Established Subcontracting Aspirational Goals:

Subcontracting Opportunities Total Percent	Goal for Minority-owned businesses	Goal for Women-owned businesses



Other relevant information regarding Aspirational Goals:

- e. Past experience at achieving such participation levels on prior contracts or other evidence of the likelihood of the Consultant at achieving the proposed Affirmative Efforts.

PART C: SIGNATURE AND CERTIFICATION OF INFORMATION

The undersigned certifies that the information and data contained herein is correct and complete.

Signature of Authorized Representative

Printed Name of Authorized Representative

Title

Date

ADDENDUM: 2008 Insurance Requirements and Transmittal Form

**A copy of this form must be attached to insurance certification
SUBMITTED TO THE CITY**

This Section Is For City Department Use:

Contract: 2010-2012 Natural Soil Building

Contract Number: C09-044

GCS Contact: Phil Yamamoto - SPU Grants & Contracts Section (GCS)

Telephone: 684-4619

This Section Is To Be Completed By Consultant's Insurance Broker:

Name:

Title:

Name of Company:

Email:

Telephone:

Fax:

ATTACH certification and additional insured wording to this form AND SEND TO:

☒ The City of Seattle
Risk Management Division
PO Box 94669
Seattle, WA 98124-4669
Fax: (206) 470-1279 or (206) 615-0065
Email: riskmanagement@seattle.gov

☒ Phil Yamamoto
SPU - Grants and Contracts Section
PO Box 34018
Seattle, WA 98124-4018
Fax: (206) 386-4033 Phone: (206) 684-4619
Email: phil.yamamoto@seattle.gov

A. INSURANCE REQUIRED: The Consultant shall maintain continuously throughout the term of this Agreement, at no expense to the City, the following insurance coverage and limits as checked:

1. ☒ **Commercial General Liability (CGL)** or equivalent insurance including coverage for:
 - Premises/Operations
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Contractual
 - Independent Contractors
 - Stop Gap/Employers Liability (coverage may be provided under separate policy)
 - Fire/Tenant Legalwith minimum limits of liability of \$ 1,000,000 each occurrence combined single limit bodily injury and property damage except:
 - \$ 1,000,000 each offence Personal & Advertising Injury
 - \$ 1,000,000 each accident/disease Stop Gap/Employers Liability:
 - \$ 100,000 each occurrence Fire/Tenant Legal
2. ☒ **Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable with a minimum limit of liability of \$500,000 each occurrence combined single limit bodily injury and property damage unless this box is checked: ☒ \$1,000,000 each occurrence combined single limit bodily injury and property damage.
3. ☒ **Worker's Compensation** insurance for Washington State as required by Title 51 RCW Industrial Insurance and (if checked) ☐ U.S. L.& H. ☐ Jones Act.
4. ☐ **Professional Liability (Errors & Omissions)** insurance appropriate to the consultant's profession. The minimum limit of liability shall be ☐ \$1,000,000 ☐ \$_____ each claim.
5. ☐ **Technology Errors and Omissions Liability** for programming errors, software performance, or the failure of consultant's work to perform as promised in your contract. The minimum limit of liability shall be ☐ \$1,000,000 ☐ \$_____ each claim.

6. ☐ **Umbrella or Excess Liability** insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide total minimum limits of liability of ☐ \$2,000,000 ☐ \$5,000,000 ☐ \$_____ each occurrence combined single limit bodily injury and property damage. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.
7. **Other:** _____ with minimum limits of liability of \$_____.

Only Paragraph "F" of the Following Conditions Applies to Washington State Worker's Compensation:

- B. CITY AS ADDITIONAL INSURED:** As respects CGL and Automobile Liability insurance, the City of Seattle shall be included as an additional insured subject to a standard "Separation of Insureds" clause. Additional insured status for the City (1) must be established either by an appropriate additional insured endorsement issued and attached to the policy or appropriate blanket additional insured policy wording, and (2) shall be primary and non-contributory with any insurance or self-insurance coverage maintained by the City.
- C. NOTICE OF CANCELLATION:** Coverages shall not be canceled without thirty (30) days prior written notice to the City, except ten (10) days notice for non-payment of premiums.
- D. CLAIMS MADE FORM:** If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The Consultant shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Consultant's financial responsibility for liability for services performed.
- E. INSURER'S A.M. BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
- F. SELF-INSURANCE OR DEDUCTIBLE:** The Consultant shall disclose if it maintains a self-insured retention or deductible in excess of \$10,000 each claim. Such self-insured retention or deductible is subject to the City's approval. The City reserves the right to request reasonable information and documentation to determine Consultant's risk bearing capacity and to determine the process under which the Consultant would defend and indemnify the City. The Consultant shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
- G. EVIDENCE OF INSURANCE:** The Consultant or its authorized representative shall deliver in the manner described the following certification of insurance as checked:

☒ **Acord Certificate and Additional Insured Endorsement or Blanket Policy Wording** that complies with coverages, limits and conditions as required herein.

NOTE: A Copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy **MUST BE ATTACHED TO THE CERTIFICATE** to verify additional insured status.

- ☐ **Declarations Pages and Schedule of Forms and Endorsements**
- ☐ **Certified True and Complete Copy of Policy:** ☐ CGL ☐ Auto Liability
- ☐ **Professional Liability** ☐ **Technology E&O** ☐ **Other:** _____

**CGL INSURANCE WILL NOT BE APPROVED WITHOUT
ADDITIONAL INSURED ENDORSEMENT
OR
BLANKET ADDITIONAL INSURED WORDING
ATTACHED TO THE CERTIFICATE !**